

# **COMCAST PUBLIC ACCESS POLICIES & PROCEDURES**

## **I. PURPOSE**

The purpose of these Public Access Policies & Procedures is to clearly define the rights and responsibilities of Comcast and the Producer (as defined below), in the use of the public access facilities, for the purpose of creating a program or series of programs for Public Access Television (hereinafter referred to as “Program”) in Howard County, Maryland.

## **II. DEFINITIONS**

1. A “Producer” is a resident eighteen years of age or older who, following a successful proposal to Howard County or Comcast, has satisfactorily exhibited the technical skills required to meet the minimum standards of competence with studio, field, and editing equipment, as established by Comcast and who assumes full responsibility for every aspect of his/her public access production, and members of his/her crew.
2. A “Crew” or “Crew Member” is any group or individual who utilize the public access portable equipment and/or studio, for the purpose of creating a public access production.
3. A “Resident” is defined as a person who maintains a primary residence within Howard County.
4. A “Program” is a television production created solely for the purpose of broadcast on the Public Access Television Channel in Howard County, Maryland.
5. “Cost of Repair” and “Cost of Replacement” include the current market value of a damaged or lost item, as well as any applicable postage, handling and labor required to perform a repair or replacement.

### **III. QUALIFICATION**

Any properly qualified Resident of Howard County may use the public access channel and production facilities according to these policies. Access to this channel will be on a first come, first serve nondiscriminatory basis.

### **IV. PRODUCER RESPONSIBILITIES**

**A.** The Producer assumes full responsibility for any damage or loss of equipment that occurs during his/her production, as well as hidden damage that is not immediately visible (such as bent cable pins), but is revealed prior to the next scheduled production. The Producer is responsible for all costs if the equipment must be repaired or replaced due to: abuse, theft, or damage, other than normal wear and tear, as defined below.

1. Normal wear and tear refers to any repair or replacement of the facility or equipment that can be attributed to normal depreciation or prolonged use. An exception to normal wear and tear is any damage to the facility or equipment that is a result of carelessness, including but not limited to; broken or lost parts, scratched camera lenses, damage caused by food or beverage spills.
2. Determination of whether or not damage to equipment is the result of misuse or mistreatment, rather than normal wear and tear will be made by a professional video repair engineer, approved by Comcast.
3. Determination of whether or not damage to the Comcast facility is the result of misuse or mistreatment, rather than normal wear and tear will be made by the Comcast Studio Assistant.

**B.** The Producer is also responsible for the following:

1. Satisfactorily exhibiting the technical skills required to meet the minimum standards of competence with studio, field, and editing equipment, as established by Comcast.
2. The procurement of his/her crew. Each crewmember must successfully exhibit the technical skills required to meet the minimum standards of competence with studio, field, and editing equipment, as established by Comcast.
3. The purchase of all tape stock, props, and materials.
4. All scheduling of crew, equipment, and studio time.
5. All communications with Comcast and Howard County.
6. The set-up, transport, operation, and return of all field equipment.

**C.** Every producer should be fully cognizant of his/her ethical and legal responsibilities and liabilities prior to the presentation of any program. No program, production, or presentation shall be transmitted that contains any of the following:

1. Any material designed to promote the sale of products or services.
2. Any information, which relates directly or indirectly to a lottery, gift enterprise, or similar scheme, offering prizes dependent upon lot or chance.
3. Solicitation of funds.
4. Any material that is libelous.
5. Material which is obscene or indecent, or is otherwise unprotected by the Constitution of the United States.

**D.** Comcast **non-grant** public access policies prohibit **any** acknowledgment, thanks, phone number, address, etc. of a business or for-profit organization. This applies to the program content **and** the end credits. Before committing to any individual or organization, consult the Comcast Studio Assistant regarding any possible exceptions.

1. **Non-grant** end credits may mention the following:

- Hosts
- Guests
- Crew members
- Non-commercial locations

2. Each **non-grant** public access production must include the following statement at the end of its closing credits:

This has been a public access production. The views expressed are not necessarily those of Comcast Cable.

NOTE: The above statement must be on the screen for no less than 5 seconds, in letters at least 4% of the vertical picture height.

**E.** A grant-funded producer should refer to his/her contract with Howard County regarding program requirements and restrictions.

**F.** The Producer agrees that the public access equipment is **NOT** being used for any personal or profitable purpose, or any other purpose other than the creation of the Program.

1. Any Producer or crewmember who uses public access equipment for any personal or profitable purpose, will be prohibited from using Comcast's equipment in the future.
2. Additionally, any producer or crew member who uses public access equipment for any personal or profitable purpose, will

be required to reimburse Comcast, at market value, for all previous use of its equipment, whether or not the Program is currently in production.

**G.** All records pertaining to the Producer's Program will be made available to Comcast within five (5) business days of a request. Comcast may review all records regarding a program produced with Public Access equipment, while the Program is in production and at any time thereafter.

**H.** The Producer must be sure that, if the use of music and any other copyrighted material is involved, the appropriate copyright clearances have been obtained. Before presenting the Program for broadcast, the Producer must provide copies of all clearances and must sign the Public Channel Use Agreement, confirming that all clearances applicable to the Program have been obtained.

## **V. FACILITIES**

**A.** Regarding the use of Comcast production facilities and equipment, the following stipulations will be observed:

1. Hours of operation are 12:00 PM to 10:00 PM Monday through Friday, and 9:00 AM to 12:00 PM Saturday.
2. As a prerequisite to receiving instruction, each producer is required to provide the following:
  - a. A current and valid business and home street address (P.O. Box Numbers are not acceptable), with working phone numbers.
  - b. A clear copy of a valid Maryland driver's license, or M.V.A. photo I.D. , with Howard County residency.
3. If a producer changes his/her address and/or telephone number(s), he/she will notify Comcast of the change within ten

(10) calendar days. All correspondence mailed by Comcast in a timely and proper fashion to the address on record for the producer **will be considered delivered to, and received by the producer.** Any and all liabilities and consequences arising from Comcast having an invalid or incorrect address and/or telephone number(s) for the producer, will be the responsibility of the producer.

4. Portable equipment **must be** picked up and returned at the times agreed upon by the Producer and the Comcast Production Manager. This ensures that a staff person is available and the equipment is ready. Pick-up **and** return times are scheduled appointments.
  - a. When returning the portable equipment, the Producer, or crew member (listed on the portable equipment authorization form) must remain until a Comcast staff member completes an inventory and test of the portable equipment.
  - b. Only a Producer or Crew Member who is listed on the portable equipment authorization form, may transport public access equipment.
  - c. The Producer agrees that neither he, nor any crew member under his direction shall attempt any equipment repairs. All repairs must only be performed by a professional video repair engineer approved by Comcast.
5. Comcast may refuse to loan equipment to individuals or groups who have misused the equipment, failed to return it at the scheduled time/date, or in any way abused the privilege of public access services and facilities. The producer will be notified promptly in writing, regarding any violation.

6. Persons utilizing the public access production facilities will, at all times, be under the supervision and authority of Comcast studio personnel.

NOTE: Comcast personnel may be available, but not obligated, to consult public access users at no charge, provided such personnel can be spared from their normal duties.

## **VI. SCHEDULING**

**A.** Requests for the utilization of the facilities should be made by the producer as soon as possible and recommended no later than three weeks in advance of the taping/editing date.

1. The Producer assumes full responsibility for the conduct of all persons participating in his/her production, and is therefore expected to arrive for studio appointments before guests and crew will be admitted.
2. Cancellation of any scheduled appointment must take place at least 24 hours in advance. A message on the Comcast studio answering machine, recorded 24 hours in advance, is considered acceptable notification.
3. An improper cancellation or “no show” will result in the following:
  - First offense, written notification, including reminder of policy.
  - Second offense, written warning that only one chance remains.
  - Third offense, suspension of public access privileges for 60 days.
4. Scheduling of studio appointments will be limited to **8 hours** per week.

**B.** Scheduling of air-time and air-dates will be arranged by the Comcast Studio Assistant upon receipt of a completed program. A completed program must meet the following stipulations:

1. Each program (Grant and Non-Grant) must begin with:
  - 60 seconds of video “black”
  - 15 seconds of color bars and tone
  - A standard 10 second countdown
2. Each program must be no less than 29 minutes and no more than 29:50 in length, from the start of the Public Access Opening to the final end credit. A one-hour program must be no less than 59 minutes and no more than 59:50 in length, from the start of the Public Access Opening to the final end credit.
3. Each program must be submitted on a clearly labeled tape, in a clearly labeled case. A videocassette label, suitable for the submitted cassette size, is the only acceptable labeling. Videotapes with scotch tape, white-out, multiple labels etc. affixed to the cassette are not acceptable for broadcasting.
4. Each master and broadcast dub must be recorded on new (never previously used) tape. In cases where the program is shot directly onto the master, and more than 8 programs per year are produced, certified recycled tape, such as supplied by Carpel Video is acceptable. (Certified recycled tape is acceptable for all studio and location source tapes.)
5. Comcast will screen and determine approval of all **non-grant** programs before assigning an air time. Comcast must receive written approval from Howard County before assigning an airtime for a **grant**-funded program.